

## ABSS One-Year Teacher Contract 2016-2017 School Year

This professional employment contract is entered into by and between **Theresa L. Schmitz** ("Teacher") and the Alamance-Burlington School System Board of Education (the "Board") for the **2016-2017** school year. This Contract is effective only if approved by a majority of the Board at an officially called meeting of the Board and signed by both parties. Teacher and the Board agree to the following terms and conditions, consistent with the laws of the State of North Carolina.

**1. Term:** Teacher is employed pursuant to this Contract for a term of one (1) school year. Teacher shall be a full-time (100%) **10 month** employee. Teacher's dates of employment for the school year shall be consistent with the North Carolina General Statutes and the school calendar adopted by the Board.

**2. Compensation:**

(a) Teacher shall be compensated for the professional services performed pursuant to this Contract at a rate consistent with the North Carolina General Statutes, the salary schedule for teachers established by the State of North Carolina, and any local supplement that may apply. If teacher is paid from local funds, the compensation will be consistent with the local salary schedule adopted pursuant to G.S. 115C-302.1(h), if the Board has adopted such a local salary schedule. Compensation under this contract is subject to funding appropriations for this position.

(b) Pursuant to N.C. Gen. Stat. § 115C-325.1(2), the elimination or reduction of bonus payments, including merit-based supplements or a system wide modification in the amount of any applicable local supplement, or any reduction of pay as compared to a prior term of contract, does not constitute a demotion.

**3. Qualifications:**

(a) Throughout the term of this Contract, Teacher shall maintain a North Carolina teaching license valid for Teacher's area of assignment. In the event that Teacher's license is revoked, suspended, expired, or not renewed for any reason, Teacher shall inform the Board's Human Resources Office. Teacher is solely responsible for obtaining and maintaining all required licenses in order to be employed by the Board.

(b) If the license issued is an initial (not continuing) license, Teacher must complete the licensure requirements within the established timeline as outlined by the North Carolina Department of Public Instruction ("NCDPI") to convert the license to a continuing license. Teacher shall provide written documentation to Human Resources by May 1st of each year of the Teacher's progress toward completion of any annual or other requirements that Teacher has completed, or is on schedule to complete, including but not limited to the necessary courses and tests outlined by NCDPI to convert the license to a continuing license. In addition, Teacher shall provide written documentation to Human Resources at any time upon request that Teacher is making adequate progress toward meeting NCDPI's licensure requirements to convert the license. If Teacher fails to complete the requirements as outlined by NCDPI, this contract shall be void and unenforceable.

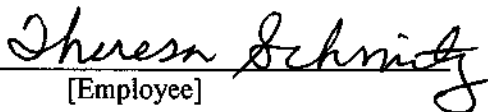
(c) If Teacher does not have a North Carolina teaching license valid for Teacher's area of assignment at the time this contract is executed, Teacher shall be required to obtain a North Carolina teaching license valid for Teacher's area of assignment prior to Teacher's start date as a condition precedent to the enforceability of this contract. If Teacher does not obtain a North Carolina teaching license valid for Teacher's area of assignment before Teacher's start date, this contract shall be void and unenforceable.

**4. Duties:** Teacher shall perform all duties assigned by the Superintendent or designee, and required by the laws of the State of North Carolina. This Contract creates no right to any particular assignment or school site. Teacher agrees to become familiar with and abide by the policies and practices of the Board and the North Carolina State Board of Education, and to abide by the laws of the State of North Carolina and the United States.

**5. Extra or Special Duties:** This contract is for a full-time, **10 month position**. If Teacher is assigned additional assignments or months of employment, such additional assignments and months of employment will be considered special duties. Additional compensation earned from any special duty will not be considered salary for the purpose of computing Teacher's salary under the provisions of 115C-325.1 *et seq.* Any return to regular duties is not a demotion as defined by law. Accordingly, the school system reserves the authority to limit Teacher's assignment to ten months and eliminate any special duties at any time.

- 6. Transfer or Reassignment:** During the term of this contract, Teacher may be transferred to another position in the school system in the sole discretion of the Board and/or the Superintendent or designee. Transfer of Teacher is not a transfer to a lower paying position, and thus not a demotion, if the salary is maintained at the previous salary amount. Full-time (100%) employment is a condition of this Contract. Teacher agrees that if he or she voluntarily accepts a position that is less than full-time at any time during the course of this Contract, Teacher ceases to be employed under this Contract and relinquishes any benefits set forth in this Contract.
- 7. Benefits:** Teacher shall be entitled to health care benefits, earned leave and such other benefits as are available pursuant to the laws of the State of North Carolina and the policies and practices of the Board.
- 8. Termination of Contract by Teacher:** Teacher may terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1 *et seq.* Teacher shall provide 30 days written notice of a resignation during the term of this Contract unless the Superintendent or designee waives the required notice.
- 9. Termination of Contract by the Board:** The Board may alter the terms or terminate this Contract pursuant to the provisions and procedures provided in N.C.G.S. 115C-325.1, *et seq.*
- 10. Renewal:** At the conclusion of the one (1) year term of employment provided by this contract, the Board may, but is not required to, reemploy Teacher by offering Teacher a subsequent contract as provided by law. The Board may offer such contract for any length permitted by law.
- 11. Modification:** This Contract is subject to modification as a result of subsequent legislative enactments.
- 12. Iran Divestment Act:** Employee certifies that as of the date of this Contract, Employee is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Employee understands that he or she is not entitled to any payments whatsoever under this Contract if this certification is false.
- 13. Severability:** If any provision of this Contract is held to be invalid or unenforceable, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain in full force and effect.
- 14. Governing Law:** This Contract is governed by the laws of the State of North Carolina.
- 15. Criminal Records Check:** The enforceability of this contract is contingent upon the outcome of Teacher's criminal records check. See N.C. Gen. Stat. § 115C-332.

This the 26th day of October, 2016.

  
[Employee]

ALAMANCE-BURLINGTON SCHOOL SYSTEM BOARD OF EDUCATION

By:   
Board Secretary

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*This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.*

  
(Signature of Finance Officer)

10/27/16  
(Date)